

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

**ADVANCEME, INC.,
Plaintiff,**

v.

**RAPIDPAY LLC, FIRST FUNDS LLC,
MERCHANT MONEY TREE, INC.,
REACH FINANCIAL LLC, and
FAST TRANSACT, INC. d/b/a
SIMPLE CASH,
Defendants.**

CIVIL CASE NO. 6:05-cv-424 (LED)

**ADVANCEME, INC.,
Plaintiff,**

v.

**AMERIMERCHANT LLC,
Defendants.**

**CIVIL CASE NO. 6:06-cv-82 (LED)
JURY TRIAL DEMANDED**

**JOINT CLAIM CONSTRUCTION AND PREHEARING STATEMENT
PURSUANT LOCAL PATENT RULE 4-3**

Pursuant to Patent Rule (P.R.) 4-3 of the Rules of Practice for Patent Cases before the Eastern District of Texas and this Court's Docket Control Orders for the above captioned actions, Plaintiff AdvanceMe, Inc. ("AdvanceMe") and Defendants Merchant Money Tree, Inc. ("Merchant Money Tree"), Reach Financial LLC ("Reach Financial"), First Funds LLC ("First Funds") and AmeriMerchant LLC ("AmeriMerchant") hereby submit the following Joint Claim Construction and Prehearing Statement for U.S. Patent No. 6,941,281 ("281 Patent").

I. Anticipated Length of Time for the Claim Construction Hearing Pursuant P.R. 4-3(c)

Plaintiff AdvanceMe and Defendants Merchant Money Tree, Reach Financial, First Funds and AmeriMerchant anticipate that the hearing can be completed in approximately four hours.

II. Identification of Witnesses Pursuant P.R. 4-3(d)

Plaintiff AdvanceMe and Defendants Merchant Money Tree, Reach Financial, First Funds and AmeriMerchant do not intend to call any witnesses, including experts. The parties reserve the right to call expert witnesses.

III. Agreed Constructions Pursuant P.R. 4-3(a)

Attachment 1 sets forth the constructions of claim terms, phrases and clauses that have been agreed upon by Plaintiff AdvanceMe and Defendants Merchant Money Tree, Reach Financial, First Funds and AmeriMerchant.

IV. Disputed Terms Pursuant P.R. 4-3(b)

Attachment 2 sets forth the proposed constructions of each claim term, phrase and clause in dispute by Plaintiff AdvanceMe and Defendants Merchant Money Tree, Reach Financial, First Funds and AmeriMerchant.

Attachment 3 identifies the claim elements that Plaintiff AdvanceMe and Defendants Merchant Money Tree, Reach Financial, First Funds and AmeriMerchant agree should be construed under 35 U.S.C. §112 ¶6. Plaintiff AdvanceMe and Defendants Merchant Money Tree, Reach Financial, First Funds and AmeriMerchant agree on the recited functions for each means plus function element except for the instances of the disputed terms set forth in Attachment 2 that are contained in the recited functions. However, Plaintiff AdvanceMe and Defendants Merchant Money Tree, Reach Financial, First Funds and AmeriMerchant presently

dispute the corresponding structures disclosed in the '281 for carrying out the identified functions.

Respectfully Submitted,

Date: August 2, 2006

Date: August 2, 2006

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ATTACHMENT 1

P.R. 4-3(a) - Agreed Constructions

<u>Claim Term, Phrase or Clause</u>	<u>Agreed Construction</u>
electronically forwarding (Recited in Claims 1 and 10)	Sending through the use of electronics, including, for example, a telephone system or other electronic network
computerized merchant processor (Recited in Claims 1 and 10)	A computer-equipped entity or combination of entities that acquires or processes merchant transactions.
acquiring the information related to the payment (Recited in Claim 1)	Receiving the information related to the payment
authorizing [the payment] (Recited 1 and 10)	Obtaining permission for using the customer identifier for the transaction between the customer and the merchant

<u>Claim Term, Phrase or Clause</u>	<u>Agreed Construction</u>
computerized payment receiver (Recited 1, 8 and 9)	Account or entity capable of receiving payments or credits electronically
applying that portion to the outstanding obligation made by the merchant to reduce such obligation (Recited in Claim 1)	Using the portion that was received from the merchant processor to reduce the obligation owed by the merchant
credit card (Recited in Claims 2 and 11)	A card that entitles a person or entity to make purchases on credit
charge card (Recited in Claims 5 and 14)	A card that requires full payment every billing cycle
electronically accepting the customer identifier (Recited in Claims 7 and 16)	Accepting the customer identifier using an electronic device
a percentage of the obligation (Recited in Claim 19)	Any percentage of the obligation

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JOINT CLAIM CONSTRUCTION AND PREHEARING STATEMENT PURSUANT LOCAL PATENT RULE 4-3

ATTACHMENT 2

P.R. 4-3(b) - Disputed Terms

<u>Claim Term, Phrase or Clause</u>	<u>AdvanceMe's Proposed Construction and Evidence</u>	<u>Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Construction and Evidence</u>
customer identifier (Recited in Claims 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15 and 16)	<p>Proposed Construction: Any information submitted to a merchant or its designee for payment of goods or services</p> <p>Intrinsic Evidence: <i>See, e.g.,</i> Abstract; 1:54-61; 2:4-6; 2:34-37; 2:46-47; 3:10-17; '281 Patent File History, 1/24/02 Office Action, pp. 3-6, 8/22/02 Office Action, pp. 3-6, 1/12/04 Office Action, pp. 3-6; U.S. Patent No. 4,750,119 (<u>Cohen</u> patent relied upon by Examiner); '544 Patent File History, 11/10/98 Office Action, pp. 3-5, 2/16/99 Office Action, pp. 2-4; 6/7/99 Response After Final Under Rule 1.116, pp. 2-5; 8/6/99 Office Action, pp. 2-5; Appellant's Brief on Appeal, pp. 2-4; 8/10/00 Examiner's Answer, pp. 3-4; 10/30/02 Decision</p>	<p>Proposed Construction: Any unique identifying card account number of a type that was available in July 1997</p> <p>Intrinsic Evidence: <i>See, e.g.,</i> Abstract; 1:17-19; 1:29-33; 1:54-61; 2:2-7; 2:29-37; 2:44-48; 3:10-17; 3:27-30; 6:25-29; 6:29-31</p>

<u>Claim Term, Phrase or Clause</u>	<u>AdvanceMe's Proposed Construction and Evidence</u>	<u>Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Construction and Evidence</u>
	on Appeal, pp. 1, 8. Extrinsic Evidence: <i>See, e.g.,</i> American Heritage College Dictionary, Third Edition 1997 at pp. 341, 674; The New Webster's Encyclopedic Dictionary of the English Language, 1997 Edition at pp. 169, 339	
payment card	No construction is required because this term is not explicitly recited in any claim	Indefinite Intrinsic Evidence: <i>See, e.g.,</i> Abstract; 1:17-19; 1:28-33; 1:54-61; 2:31-34; 3:10-17
settling the payment (Recited in Claims 1 and 10)	Proposed Construction: The part of a transaction when an amount is transferred or credited to the merchant processor Intrinsic Evidence: <i>See, e.g.,</i> FIG. 1B; 2:65-67; 4:15-56; '281 Patent File History, 07/16/99 Preliminary Amendment, p. 4 Extrinsic Evidence: <i>See, e.g.,</i> American Heritage College Dictionary, Third Edition 1997 at p. 1248; The New Webster's Encyclopedic Dictionary of the English Language, 1997 Edition at pp. 604, 605	Proposed Construction: The part of a transaction when an amount is transferred or credited by the card issuer Intrinsic Evidence: <i>See, e.g.,</i> FIG. 1B; 1:35-42; 2:65-67; 3:51-58; 4:16-56; 7:6-11; 7:24-29; 8:15-18

<u>Claim Term, Phrase or Clause</u>	<u>AdvanceMe's Proposed Construction and Evidence</u>	<u>Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Construction and Evidence</u>
obligation (Recited in Claims 1, 10 and 19)	<p>Proposed Construction: An amount owed by a merchant that is independent of any costs or fees arising out of the use of customer identifiers as payment.</p> <p>Intrinsic Evidence: <i>See, e.g.</i>, Abstract; FIGS. 2, 3A, 3B; 1:62 - 2:2; 2:11-16; 5:16-37; '281 Patent File History, 7/14/04 Request for Extension of Time and Amendment, pp. 5-6, 3/17/05 Notice of Allowability, pp. 3-4; U.S. Patent No. 4,750,119 (<u>Cohen</u> patent relied upon by Examiner); '544 Patent File History, 11/10/98 Office Action, pp. 3-5, 1/22/99 Amendment and Response, pp. 2-4; 2/16/99 Office Action, pp. 2-6, 6/7/99 Response After Final Under Rule 1.116, pp. 2-5, 7/16/99 Preliminary Amendment, pp. 2-5; 8/6/99 Office Action, pp. 2-6, Appellant's Brief on Appeal, pp. 2-5, 7-12, and 15-18, 8/10/00 Examiner's Answer, pp. 3-8, 10/30/02 Decision on Appeal, pp. 4-7.</p>	<p>Proposed Construction: Ordinary meaning</p> <p>Intrinsic Evidence: <i>See, e.g.</i>, 1:29-35; 1:62-67; 2:1-3; 2:11-19; 2:25-34; 2:41-53; 5:4-17; 5:21-29; 7:2-4; '281 Patent File History, 7/14/04 Request for Extension of Time and Amendment, pp. 5-6; '544 Patent File History, 6/9/99 Response, pp. 2-4</p>
debit card (Recited in Claims 3 and 12)	<p>Proposed Construction: A card linked to a deposit account</p>	<p>Proposed Construction: A card linked to a deposit account that can be used to make purchases.</p>

<u>Claim Term, Phrase or Clause</u>	<u>AdvanceMe's Proposed Construction and Evidence</u>	<u>Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Construction and Evidence</u>
	<p>Intrinsic Evidence: <i>See, e.g.</i>, 1:17-22; 1:54-61; 3:10-20; 3:46-49; 6:31-34</p> <p>Extrinsic Evidence: <i>See, e.g.</i>, http://www.investordictionary.com/definition/debit+card.aspx; and http://en.wikipedia.org/wiki/Debit_card</p>	<p>Intrinsic Evidence: <i>See, e.g.</i>, 1:17-22; 1:54-61; 3:10-20; 3:46-49; 6:31-34</p>
smart card (Claims 4 and 13)	<p>Proposed Construction: A card that contains an integrated circuit such as a microprocessor or a memory</p> <p>Intrinsic Evidence: <i>See, e.g.</i>, 1:17-22; 1:54-61; 3:10-20</p> <p>Extrinsic Evidence: <i>See, e.g.</i>, Microsoft Press Computer Dictionary, Third Edition 1997 at p. 439</p>	<p>Proposed Construction: A card containing an integrated circuit, such as a microprocessor or a memory, that can be used to make purchases</p> <p>Intrinsic Evidence: <i>See, e.g.</i>, 1:17-22; 1:54-61; 3:10-20</p>

<u>Claim Term, Phrase or Clause</u>	<u>AdvanceMe's Proposed Construction and Evidence</u>	<u>Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Construction and Evidence</u>
<p>accumulating the payments until a predetermined amount is reached</p> <p>(Recited in Claims 8 and 17)</p>	<p>Proposed Construction: Holding a payment or payments until a predetermined monetary amount is reached</p> <p>Intrinsic Evidence: <i>See, e.g., 2:16-20; 5:38-45</i></p> <p>Extrinsic Evidence: <i>See, e.g., American Heritage College Dictionary, Third Edition 1997 at pp. 9, 1077; The New Webster's Encyclopedic Dictionary of the English Language, 1997 Edition at pp. 6, 524.</i></p>	<p>Proposed Construction: Accumulating the payments until a predetermined monetary amount is reached</p> <p>Intrinsic Evidence: <i>See, e.g., 2:16-20; 2:23-25; 5:40-45</i></p>
<p>periodically forwarding</p> <p>(Recited in Claims 9 and 18)</p>	<p>Proposed Construction: Forwarding at intervals defined by time or predetermined amount</p> <p>Intrinsic Evidence: <i>See, e.g., 2:20-30; 5:45-48</i></p> <p>Extrinsic Evidence: <i>See, e.g., American Heritage College Dictionary, Third Edition 1997 at p.1016; The New Webster's Encyclopedic Dictionary of the English Language, 1997 Edition at p. 496.</i></p>	<p>Proposed Construction: Forwarding at an interval other than upon every payment</p> <p>Intrinsic Evidence: <i>See, e.g., 1:23-25; 2:16-25; 5:12-14; 5:45-48</i></p>

<u>Claim Term, Phrase or Clause</u>	<u>AdvanceMe's Proposed Construction and Evidence</u>	<u>Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Construction and Evidence</u>
third party (Recited in Claims 10, 17, 18 and 19)	<p>Proposed Construction: Payment receiver</p> <p>Intrinsic Evidence: <i>See, e.g.,</i> 1:35 – 42; 2:11-20; 5:14-17; '281 Patent File History, 7/14/04 Request for Extension of Time and Amendment, pp. 5-6; '281 Patent File History, 3/17/05 Notice of Allowability, pp. 3-4</p> <p>Extrinsic Evidence: <i>See, e.g.,</i> American Heritage College Dictionary, Third Edition 1997 at p. 1409</p>	<p>Proposed Construction: Any entity other than the customer or the merchant</p> <p>Intrinsic Evidence: <i>See, e.g.,</i> 1:23-25; 1:35-42; 1:62-63; 2:2-7; 2:11-34; 2:41-43; 2:48-53; 5:9-29; 5:38-48; 5:53-58; 6:3-7; 6:12-14; 6:64-67; 7:1-6; '281 Patent File History, 7/14/04 Request for Extension of Time and Amendment, pp. 5-6</p>

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**JOINT CLAIM CONSTRUCTION AND PREHEARING STATEMENT
PURSUANT LOCAL PATENT RULE 4-3**

ATTACHMENT 3

P.R. 4-3(b) Disputed Terms - Claim Terms Which AdvanceMe, Merchant Money Tree, Reach Financial and AmeriMerchant Agree Should Be Construed Under 35 U.S.C. § 112 ¶6

<u>Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6</u>	<u>AdvanceMe's Proposed Structure and Evidence</u>	<u>Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence</u>
<p>means for accepting a customer identifier from the customer</p> <p>(Recited in Claim 10)</p>	<p>Agreed Function: “accepting a customer identifier from the customer”</p> <p>The parties dispute the construction of the following term(s) contained in the agreed function (See Attachment 2): “customer identifier”</p>	
	<p>AdvanceMe's Proposed Structure: consumer data input device 316 or telephone or computer or World Wide Web</p> <p>Evidence: <i>See, e.g.,</i> FIGS. 1A, 3B; 2:4-11; 2:34-43; 3:20-31; 6:18-59.</p>	<p>Defendants' Proposed Structure: magnetic card reader or keyboard or telephone</p> <p>Evidence: <i>See, e.g.,</i> 2:7-11; 2:38-41; 6:23-29</p>

<u>Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6</u>	<u>AdvanceMe's Proposed Structure and Evidence</u>	<u>Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence</u>
<p>means for electronically forwarding information related to the payment to a computerized merchant processor</p> <p>(Recited in Claim 10)</p>	<p>Agreed Function: “electronically forwarding information related to the payment to a computerized merchant processor”</p> <p>The parties agree on the construction of the following term(s) contained in the agreed function (See Attachment 1): “electronically forwarding” “computerized merchant processor”</p> <p>The parties dispute the construction of the following term(s) contained in the agreed function (See Attachment 2): “customer identifier”</p>	
	<p>AdvanceMe's Proposed Structure: input/output device 322</p> <p>Evidence: <i>See, e.g.,</i> FIG. 3B; 6:18-23; 6:52-63</p>	<p>Defendants' Proposed Structure: Modem and public and/or private network</p> <p>Evidence: <i>See, e.g.,</i> 3:33-36; 6:60-63</p>

<u>Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6</u>	<u>AdvanceMe's Proposed Structure and Evidence</u>	<u>Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence</u>
means for receiving the information related to the payment from the merchant (Recited in Claim 10)	Agreed Function: “receiving the information related to the payment from the merchant”	
	AdvanceMe's Proposed Structure: input/output device 306 or telephone or computer or World Wide Web Evidence: <i>See, e.g.</i> , FIGS. 1A, 3A; 3:31-40; 5:49-6:17; 6:60-63.	Defendants' Proposed Structure: Modem Evidence: <i>See, e.g.</i> , 6:60-63
means for authorizing the payment (Recited in Claim 10)	Agreed Function: “authorizing the payment” The parties agree on the construction of the following term(s) contained in the agreed function (See Attachment 1): “authorizing the payment”	
	AdvanceMe's Proposed Structure: one or more computers and/or dedicated electronics programmed or configured to route an authorization request to a card issuer and receive approval of the authorization from the card issuer Evidence: <i>See, e.g.</i> , FIGS. 1A, 3A; 3:30-4:4; 5:58-66; 6:7-11.	Defendants' Proposed Structure: No structure disclosed

<u>Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6</u>	<u>AdvanceMe's Proposed Structure and Evidence</u>	<u>Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence</u>
means for settling the payment (Recited in Claim 10)	Agreed Function: “settling the payment” The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): “settling the payment”	
	AdvanceMe's Proposed Structure: one or more computers and/or dedicated electronics programmed or configured to submit the amount of the customer's purchase to the card issuer and receive or be credited some amount by the card issuer Evidence: <i>See, e.g.,</i> FIGS. 1B, 3A; 4:27-37; 5:58-66; 6:7-11.	Defendants' Proposed Structure: No structure disclosed
means for forwarding a portion of the payment to the third party (Recited in Claim 10)	Agreed Function: “forwarding a portion of the payment to the third party” The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): “third party”	
	AdvanceMe's Proposed Structure: input/output device 306	Defendants' Proposed Structure: No structure disclosed

<u>Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6</u>	<u>AdvanceMe's Proposed Structure and Evidence</u>	<u>Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence</u>
	Evidence: <i>See, e.g.</i> , FIGS. 1A, 3A; 3:31-40; 5:49-6:17; 6:60-63.	
means for accepting a credit card number as the customer identifier (Recited in Claim 11)	Agreed Function: “accepting a credit card number as the customer identifier” The parties agree on the construction of the following terms contained in the agreed function (See Attachment 1): “credit card” The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): “customer identifier”	
	AdvanceMe's Proposed Structure: consumer data input device 316 or telephone or computer or World Wide Web Evidence: <i>See, e.g.</i> , FIGS. 1A, 3B; 2:4-11; 2:34-43; 3:20-31; 6:18-59.	Defendants' Proposed Structure: magnetic card reader or keyboard or telephone Evidence: <i>See, e.g.</i> , 2:7-11; 2:38-41; 6:23-29

<u>Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6</u>	<u>AdvanceMe's Proposed Structure and Evidence</u>	<u>Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence</u>
<p>means for accepting a debit card number as the customer identifier</p> <p>(Recited in Claim 12)</p>	<p>Agreed Function: “accepting a debit card number as the customer identifier”</p> <p>The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): “debit card” “customer identifier”</p>	
	<p>AdvanceMe's Proposed Structure: consumer data input device 316 or telephone or computer or World Wide Web</p> <p>Evidence: <i>See, e.g.</i>, FIGS. 1A, 3B; 2:4-11; 2:34-43; 3:20-31; 6:18-59.</p>	<p>Defendants' Proposed Structure: magnetic card reader or keyboard or telephone</p> <p>Evidence: <i>See, e.g.</i>, 2:7-11; 2:38-41; 6:23-29</p>
<p>means for accepting a smart card number as the customer identifier</p> <p>(Recited in Claim 13)</p>	<p>Agreed Function: “accepting a smart card number as the customer identifier”</p> <p>The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): “smart card” “customer identifier”</p>	
	<p>AdvanceMe's Proposed Structure: consumer data input device 316 or telephone or computer or World Wide Web</p>	<p>Defendants' Proposed Structure: magnetic card reader or keyboard or telephone</p>

<u>Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6</u>	<u>AdvanceMe's Proposed Structure and Evidence</u>	<u>Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence</u>
	Evidence: <i>See, e.g.</i> , FIGS. 1A, 3B; 2:4-11; 2:34-43; 3:20-31; 6:18-59.	Evidence: <i>See, e.g.</i> , 2:7-11; 2:38-41; 6:23-29
means for accepting a charge card number as the customer identifier (Recited in Claim 14)	Agreed Function: “accepting a charge card number as the customer identifier” The parties agree on the construction of the following terms contained in the agreed function (See Attachment 1): “charge card” The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): “customer identifier”	
	AdvanceMe's Proposed Structure: consumer data input device 316 or telephone or computer or World Wide Web Evidence: <i>See, e.g.</i> , FIGS. 1A, 3B; 2:4-11; 2:34-43; 3:20-31; 6:18-59.	Defendants' Proposed Structure: magnetic card reader or keyboard or telephone Evidence: <i>See, e.g.</i> , 2:7-11; 2:38-41; 6:23-29

<u>Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6</u>	<u>AdvanceMe's Proposed Structure and Evidence</u>	<u>Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence</u>
<p>means for accepting the customer identifier at a merchant location</p> <p>(Recited in Claim 15)</p>	<p>Agreed Function: “accepting the customer identifier at a merchant location”</p> <p>The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): “customer identifier”</p>	
	<p>AdvanceMe's Proposed Structure: consumer data input device 316 or telephone or computer or World Wide Web</p> <p>Evidence: <i>See, e.g.</i>, FIGS. 1A, 3B; 2:4-11; 2:34-43; 3:20-31; 6:18-59.</p>	<p>Defendants' Proposed Structure: magnetic card reader or keyboard or telephone</p> <p>Evidence: <i>See, e.g.</i>, 2:7-11; 2:38-41; 6:23-29</p>
<p>means for electronically accepting the customer identifier</p> <p>(Recited in Claim 16)</p>	<p>Agree Function: “electronically accepting the customer identifier”</p> <p>The parties agree on the construction of the following terms contained in the agreed function (See Attachment 1): “electronically accepting”</p> <p>The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): “customer identifier”</p>	

<u>Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6</u>	<u>AdvanceMe's Proposed Structure and Evidence</u>	<u>Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence</u>
	<p>AdvanceMe's Proposed Structure: consumer data input device 316 or telephone or computer or World Wide Web</p> <p>Evidence: <i>See, e.g.</i>, FIGS. 1A, 3B; 2:4-11; 2:34-43; 3:20-31; 6:18-59.</p>	<p>Defendants' Proposed Structure: magnetic card reader or keyboard or telephone</p> <p>Evidence: <i>See, e.g.</i>, 2:7-11; 2:38-41; 6:23-29</p>
<p>means for accumulating the payments until a predetermined amount is reached</p> <p>(Recited in Claim 17)</p>	<p>Agreed Function: “accumulating the payments until a predetermined amount is reached”</p> <p>The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): “accumulating the payments until a predetermined amount is reached”</p>	
	<p>AdvanceMe's Proposed Structure: one or more computers and/or dedicated electronics programmed or configured to accumulate payments it receives until a predetermined amount is reached</p> <p>Evidence: <i>See, e.g.</i>, FIGS. 2, 3A; 5:40-43; 5:58-66; 6:7-11.</p>	<p>Defendants' Proposed Structure: No structure disclosed</p>

<u>Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6</u>	<u>AdvanceMe's Proposed Structure and Evidence</u>	<u>Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence</u>
<p>means for forwarding at least a portion of the accumulated payments to the third party</p> <p>(Recited in Claim 17)</p>	<p>Agreed Function: “forwarding at least a portion of the accumulated payments to the third party”</p> <p>The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): “third party”</p>	
	<p>AdvanceMe's Proposed Structure: input/output device 306</p> <p>Evidence: <i>See, e.g.</i>, FIGS. 1A, 3A; 3:31-40; 5:49-6:17; 6:60-63.</p>	<p>Defendants' Proposed Structure: No structure disclosed</p>
<p>means for periodically forwarding at least a portion of the payment to the third party</p> <p>(Recited in Claim 18)</p>	<p>Agreed Function: “periodically forwarding at least a portion of the payment to the third party”</p> <p>The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): “periodically forwarding” “third party”</p>	
	<p>AdvanceMe's Proposed Structure: input/output device 306</p> <p>Evidence: <i>See, e.g.</i>, FIGS. 1A, 3A; 3:31-40; 5:49-6:17; 6:60-63.</p>	<p>Defendants' Proposed Structure: No structure disclosed</p>

<u>Claim Terms That Should Be Construed Under 35 U.S.C. § 112, ¶6</u>	<u>AdvanceMe's Proposed Structure and Evidence</u>	<u>Merchant Money Tree's, Reach Financial's, First Funds' and AmeriMerchant's Proposed Structure and Evidence</u>
<p>means for forwarding to the third party an amount that is a percentage of the obligation</p> <p>(Recited in Claim 19)</p>	<p>Agreed Function: “forwarding to the third party an amount that is a percentage of the obligation”</p> <p>The parties agree on the construction of the following terms contained in the agreed function (See Attachment 1): “a percentage of the obligation”</p> <p>The parties dispute the construction of the following terms contained in the agreed function (See Attachment 2): “third party”</p>	
	<p>AdvanceMe's Proposed Structure: input/output device 306</p> <p>Evidence: <i>See, e.g.</i>, FIGS. 1A, 3A; 3:31-40; 5:49-6:17; 6:60-63.</p>	<p>Defendants' Proposed Structure: No structure disclosed</p>

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